

**WETHERSTONE HOMEOWNERS
ASSOCIATION**

RULES AND REGULATIONS

DATED: 14 January, 1992

INTRODUCTION

Welcome to Wetherstone! This publication contains Rules and Regulations that have been prepared as a simplified reference for day to day living in our community. These Rules and Regulations have been developed in accordance with the provisions of the Wetherstone By-Laws. These Rules and Regulations are for the benefit and convenience of all Wetherstone residents, and apply to all owners, tenants, family members, and guests. If the home is a rented unit, it shall be the responsibility of the owner of record to furnish his/her tenant(s) with a copy of these Rules and Regulations. The owner of record is responsible for the compliance of his/her tenants, guests, invitees, and/or pets. Useful telephone numbers, members of the Board of Directors, and Management Company are provided in Attachments.

DECLARATION OF COVENANTS AND BYLAWS, STATE AND COUNTY LAWS

These Rules and Regulations are for the benefit and convenience of all Wetherstone residents, and apply to all owners, tenants, family members, and guests. In all situations, Maryland State Law, Montgomery County Law and Ordinance, and the rules set forth in the Declaration of Covenants and By-Laws take precedence. The Declaration of Covenants and Bylaws are enforceable against all owners by virtue of their ownership in the community.

BOARD OF DIRECTORS, MANAGEMENT COMPANY

The Wetherstone community is regulated by the Wetherstone Homeowners Association, Inc. (WHOA) through a Board of Directors (the Board) elected by the members. The term of office for each Board member is one year. The number of Board members is not fixed, but must be an odd number.

A three member Board was elected at the first annual meeting of the WHOA, held on June 20 at the Northwood High School. At a subsequent organizational meeting held on June 26 at 10965 Rocky Mount Way the Board elected the following officers:

John Finklea, President
Susan Jones, Vice President
Dan Hessmann, Secretary

Barbara Catrett was appointed to the office of Treasurer by the Board on August 21, 1990, as a non-voting officer.

John Finklea resigned in January, 1991 and John West was appointed, by the Board, to fill out the remainder of his term.

On June 17, 1991 at its 2nd annual meeting the membership elected the following members to the Board:

Jenny Letzkus, President
Don Snider, Vice President
John West, Secretary
Greg Catrett, member
Steve Stryker, member

The Board has the responsibility to prepare this handbook of rules and regulations as a simplified, easily read, reference document for living in Wetherstone. The preparation of this document was delegated to the Rules Committee.

The WHOA Board is authorized to contract the services of a professional management company (Agent). The Agent takes care of, at the direction of the Board, such matters as assessment fee billing, collection of delinquent accounts, financial record keeping, and provides appropriate consulting services as required. The Agent also advises the Board in such areas as contracting for landscaping, trash removal, and snow removal. The Agent also acts as a liaison between the Board and the homeowners with a 24 hour telephone service for reporting items for action or for the Board's attention.

The current Management Agent is the Abaris Realty Company, phone (301)468-8919, 24 hours per day/7 days per week.

HISTORY

Wetherstone is a community of 40 town houses, 27 units with garages and 13 units without garages. Construction was started on Wetherstone in 1989 by the developer, The Milton Co. In November of 1989 the first residence was occupied. The Wetherstone community is regulated by the Wetherstone Homeowners Association, Inc. (WHOA) through a Board of Directors (the Board) elected by the Members. Each lot owner in Wetherstone is a member of WHOA. A three member Board was elected at the first annual meeting of WHOA held on June 20 at the Northwood High School. The term of office for each Board member is one year. At a subsequent organizational meeting held on June 26 at 10965 Rocky Mount Way the Board elected its first officers.

ENFORCEMENT OF RULES AND REGULATIONS

Every attempt has been made to make the Rules and Regulations as non-restrictive and pleasant to live with as possible. The intention is to allow the maximum personal freedom and expression, while preserving the value, beauty, and safety of the community. **VOLUNTARY COMPLIANCE DOES NOT NEED ENFORCEMENT PROCEDURES.** However, in cases of infraction, where every reasonable attempt to resolve the problem has been made, the following procedures will be applied:

According to the Bylaws and Covenants the Board of Directors (hereafter referred to as the Board) is empowered to develop and enforce the Rules and Regulations. Each rule, or group of rules, has a class of sanctions or penalties associated with it. Violation of a rule may subject the offender to a fine, as indicated below. However, a fine can be assessed only after due process procedures have been followed (see Enforcement Procedures).

CLASS	SANCTION FOR FIRST VIOLATION AFTER WRITTEN WARNING	SANCTION FOR EACH SUBSEQUENT OR CONTINUING VIOLATION
A	\$ 100	\$ 300
B	\$ 50	\$ 100
C	\$ 30	\$ 60
D	\$ 10	\$ 20
E	Non-monetary Sanction	

A fine will be assessed against the owner of the property, whether the offender is a tenant, guest, or household member. The fine will appear on the first bill immediately following its imposition. If not paid by the due date of the bill, the fine will be considered unpaid, and a higher penalty may be imposed.

Other penalties for non-compliance may also be considered including, but not limited to, the following:

1. Bringing civil suit against the homeowner for damages.
2. Having the violation (architectural control violations or damage to common grounds and elements) corrected at the owner's expense.
3. Contacting proper authorities to impose civil penalties for violations which are also infractions of City, County, or State Laws.
4. Liens
5. Ordering any person whose pet is a nuisance to remove such pet from the property.

A letter of complaint to the Board of Directors will initiate appropriate action in reference to any violation of these Rules and Regulations. The Board does not actively 'police' the community to detect violations of these Rules and Regulations.

ENFORCEMENT PROCEDURES

The Board of Directors may not impose a fine, suspend voting privileges, or infringe upon any other rights of a property owner, or occupant, for violations of the rules until the following procedures have been complied with.

1. If a violation of the Rules and Regulations is alleged, the Board will notify the alleged violator, in writing, to cease and desist from the alleged violation. This notification shall include:
 - a. The nature of the alleged violation.
 - b. The action required to stop the violation.
 - c. A "grace period" of at least ten days is provided, during which:
 - (1) The violation may be stopped without penalty.
 - (2) Further violation of the same policy may result in the imposition of a sanction, after another notice and hearing.

In the event that the alleged violator is not a property owner, both the property owner and the alleged violator shall receive copies of all correspondence. (Originals will be sent to the Owner of Record.)

2. If the violation is alleged to continue (or be repeated) after the first warning, the alleged violator may be called to a hearing of the Board to discuss the alleged violation and the applicable fine. Subsequent notices shall contain:
 - a. The nature of the alleged violation.
 - b. The time and place of the hearing (at least ten days after any subsequent written notice has been served).
 - c. An invitation to attend the hearing and produce any statement, evidence, and witnesses on his/her behalf.
 - d. The proposed sanction to be imposed.
3. A hearing will be held at which the alleged violator and complainant have the right to produce evidence and cross examine witnesses. The hearing shall be held in an executive, (closed) session of the Board and shall afford the alleged violator and the complainant a reasonable opportunity to be heard. The Board must provide proof that any invitation to be heard has been served to the alleged violator, and such proof shall be entered into the minutes of the meeting. Such proof shall be satisfied if the alleged violator appears at the meeting.
4. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

5. The decision of the Board, in such matters, can be submitted to the Montgomery County Commission on Common Ownership Communities for binding arbitration.
6. If any owner of record fails to comply with Rules and Regulations or Bylaws, or a decision rendered under the above, the owner may be sued for damages or injunctive relief, or both, by the Board or any other owner of record. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.
7. In cases where the violation is of an architectural nature, the hearing board may be amended to include the Chairman of the Architectural Control Committee at the request of either the Board, the Chairman, the complainant, or the violator.

SEVERABILITY

The provisions of these Rules and Regulations are severable and if any provisions or part thereof is held illegal or inapplicable to any person or circumstance, such illegality or inapplicability shall not effect or impair any part of the remaining provisions or parts of this document.

PROCEDURE FOR AMENDMENT

Proposed amendments shall be submitted, in writing, to the Secretary of the Board or the Chairman of the Rules Committee.

VOTING RIGHTS

As described in Article III, Section 3.01 and 3.02 of the Declaration of Covenants, Conditions and Restrictions, the "Owner(s)" of each unit in the development shall be a member of the Association, and have one vote per unit (townhome) in the Association. The Owners of a unit have the right to assign their voting right to the lessee.

HOME OWNER ASSOCIATION FEES

As described in Article IV, Section 4.01 through 4.11 of the Declaration of Covenants, Conditions and Restrictions each unit Owner agrees to pay to the Association 1) Annual Assessments or charges, and 2) Special Assessments, as they may be established from time to time.

The original annual assessment was \$720.00, payable in twelve equal payments of \$60.00, due on the 1st of each month. This was raised to \$756.00, twelve equal payments of \$63.00, effective with the 1st of February, 1991. The annual assessment was raised, effective 1 January, 1992, to \$948.00, or \$79.00 per month (this amount includes \$3.47 per month for repayment of reserves used to partially finance parking space renovation, this charge will be in effect for 36 months).

The Board may increase the annual assessment, without a vote of the membership, by an amount equal to five percent (5%) of the maximum annual assessment for the preceding year plus 1) the amount by which any ad valorem real estate taxes and insurance premiums payable by the Association have increased over the previous year, plus 2) The amount by which the Association has incurred or anticipates incurring additional obligations or responsibilities in performing its duties, plus 3) The amount by which the Association has incurred or anticipates incurring increased operating expenses by reason of the completion of facilities within the common area.

The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members voting, in person or by proxy, at a meeting duly called for this purpose.

Annual Assessment monthly fee payments are due on the first of every month. If the payment is not received by the 15th of the month, a late charge of ten percent (10%) will be added to the delinquent account. An additional 10% late fee will be charged for every additional thirty (30) days such assessment is not paid.

Additionally, any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at a rate equal to the current prime rate. Any attorney's fees, late charges, interest, or fees or costs related to the collection of assessments shall be the personal obligation of the Owner who was delinquent.

RULES AND REGULATIONS

These Rules and Regulations are designed to keep Wetherstone a clean, safe and attractive community.

Editing and Preparation:

Editing and preparation of the Wetherstone Rules and Regulations document shall be the responsibility of the Rules and Regulations Committee. The Wetherstone Rules and Regulations Document shall be in conformance with the Wetherstone Homeowners Association, Inc., Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, and Bylaws.

Committee members shall review and edit and hold periodic work sessions. The new document shall be periodically updated and then presented to the Board on completion. After initial review by the Board and on approval of the Board the document shall be presented to the homeowners for comment. A copy of the document at any currently edited stage is available to the Board or any homeowner at any time on request. Input is welcome at any time. The Rules and Regulations document will then be approved by the Board for publication. The Rules and Regulation Committee shall be responsible for any necessary updates, revisions and/or rewrites.

1. Common Area:

Any permanent change to the common area, without specific written approval from the Board, is not permitted. Users of the common area for a temporary function, such as a picnic, must clean up after use. The common sidewalk must be kept clear of parked cars, toys, athletic equipment, etc.

Users of the common areas must clean up any trash or refuse after use. This includes removal of toys from sidewalks and playground areas. Additionally, nothing may be stored, installed or planted on or in the common areas without written Board approval. Under no circumstances may any vehicle, including motor bikes, dirt bikes, all terrain vehicles and similar vehicles be used, driven or parked on any common areas including the street and parking areas, except that properly licensed passenger vehicles may be driven and parked on properly marked streets and parking spaces.

Use of the common grounds for holiday picnics or any private function requires prior written approval from the Board.

PENALTY FOR VIOLATION: CLASS "A" SANCTION

2. Vehicle Parking:

Homeowners, tenants and guests must abide by the Parking Rules and Regulations adopted by the Board. Homeowners and tenants are requested to be aware of the parking situation in their immediate area and to attempt a mutual solution should problems arise. Homeowners and tenants are further requested to inform their guests of the parking situation and rules.

The full text of the Parking Rules and Regulations of the Wetherstone Homeowners Association are contained in Appendix "A".

3. Vehicle Repairs:

Maintenance, repairs, overhaul or body work of any type is not permitted on common property, or in driveways. Except that minor emergency repairs that can be completed in less than one hour are permitted.

PENALTY FOR VIOLATION: CLASS "B" SANCTION

4. Vehicle Operation

Several areas of vehicle operation that are a potential annoyance to members of the community can be resolved through common courtesy. You are requested to observe the following:

- a. For safety, and to minimize noise, please drive safely and slowly in, through, and out of the community.

- b. Avoid playing the car stereo/radio at a high volume with the car windows down, especially after dusk and before dawn.
- c. Please avoid idling your car motor after dusk and before dawn.
- d. Slamming car doors is particularly annoying. Car doors can usually be shut gently.

***** SPEEDING: *****

Our community is a small and congested one. Additionally, there are frequently pedestrians and children on or about the streets and parking areas, and visibility is limited. Consequently, operation of a vehicle recklessly or at high speed constitutes a threat to the safety and well being of the members of the community. The maximum speed limit within the community is 20 Miles Per Hour. The normal SAFE limit is 15 MPH.

Cases of suspected speeding that are identified, witnessed and documented will result in a **Warning Notice** from the Board. The third **Warning Notice** issued in the same year will be considered a **VIOLATION** for purposes of assessing a Sanction.

PENALTY FOR VIOLATION: CLASS "D" SANCTION

5. Clotheslines:

- a. Drying or airing of any clothing or bedding shall be permitted only within rear yards, between the hours of 8 am and 5 pm Monday through Friday, and 8 am and 1 pm on Saturday. No outdoor drying is permitted on major holidays (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).
- b. Clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than at the above mentioned times.
- c. Clotheslines cannot be attached to the property divider fences.

PENALTY FOR VIOLATION: CLASS "C" SANCTION

6. Firewood Storage:

Firewood may be stored on private property only, and only in the rear of the property. It is suggested that firewood be placed on a platform or in a container, away from the privacy fences and homes to prevent and inhibit infestation from termites, rats, snakes, etc.

PENALTY FOR VIOLATION: CLASS "C" SANCTION & REMOVAL

7. Privacy Fences:

- a. The homeowner has the responsibility to maintain the privacy fences in good repair. Owners of adjacent units have joint responsibility of shared privacy fences.
- b. No person shall make any attachments to common privacy fences without the written approval of the Architectural Control Committee.

PENALTY FOR VIOLATION: CLASS "B" SANCTION

8. Outdoor Grilling:

The danger of fire is a serious concern in multiple dwelling construction, since a fire in one unit is highly likely to spread to adjacent units in the same housing 'block'. This makes fire safety practices a community concern. In the interest of safety, grilling and barbecuing should only be done in devices designed for grilling and barbecuing and at a safe distance from the dwelling or privacy fences. It is highly recommended that a fire extinguisher be convenient to the barbecuing location.

For purposes of determining violations, the following rules apply:

- a. No open flames less than two feet from dwelling or privacy fence.
- b. No charcoal fire less than one foot from dwelling or privacy fence.
- c. All grilling, barbecuing, or cooking fires must be in an approved professionally constructed container, designed for the purpose.

PENALTY FOR VIOLATION: CLASS "C" SANCTION

9. Swing Sets:

The Association has provided recreational equipment for young children in the Tot Lot. Privately owned swing sets are not allowed unless approved, in writing, by the architectural Control Committee.

PENALTY FOR VIOLATION: CLASS "C" SANCTION & REMOVAL

10. Sheds and Outbuildings:

No sheds, outbuildings or other free standing or attached structures are permitted.

PENALTY FOR VIOLATION: CLASS "A" SANCTION & REMOVAL

11. Trash Collection:

Trash may be placed at the curb in front of your home no earlier than the evening before scheduled pick-up. All trash and garbage must be placed in heavy duty "animal proof" plastic bags or containers with properly secured covers. Bags and containers should not be placed in the street or block a common sidewalk.

Empty trash containers should be removed from sight as soon as possible after trash collection and no later than the evening of the scheduled trash collection day.

No burning of any trash, and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, or waste of any kind shall be permitted on any lot.

No garbage or trash containers shall be kept on the front or side of any lot or on the second level deck. Containers shall be kept or maintained in the rear yard under decks or in garages, and screened from public view at all times.

PENALTY FOR VIOLATION: CLASS "B" SANCTION

12. Swimming Pools:

Portable pools of any type shall not be placed on the common grounds.

PENALTY FOR VIOLATION: CLASS "B" SANCTION & REMOVAL

13. Exterior Antennas:

No exterior antennas or satellite dishes are permitted.

PENALTY FOR VIOLATION: CLASS "A" SANCTION & REMOVAL

14. Pets:

County ordinances require that pets not run free when outside their owner's fenced-in property. Any pet observed at large is in violation of a Montgomery County Law. Violations of the Leash Law should be reported directly to the Montgomery County Animal Control/Humane Treatment at 279-1823.

Residents are required to remove any excrement of their pets from their private property, their neighbors property, and all common grounds. Excrement is a major attraction for rats!

Residents are required to comply with Montgomery County Pet licensing and inoculation requirements.

Due to the close proximity of our homes, please be considerate of your neighbors by preventing your pet from being a public nuisance and controlling such behaviors as excessive barking, howling, roaming free, etc. This includes not using the property of the adjacent townhome development as a 'curbing' area.

PENALTY FOR VIOLATION: CLASS "D" SANCTION

15. Storage:

Accumulation or storage of materials is not permitted on private property or common areas. Exception is firewood as per Rule #6, and temporary storage of materials for active projects.

PENALTY FOR VIOLATION: CLASS "A" SANCTION

16. Snow Removal:

Homeowners are responsible for clearing snow and ice from sidewalks on their property. Common sidewalks should be cleared by the homeowner whose property they are adjacent to, unless such provisions are included in the snow removal contract.

Use of corrosive chemicals, such as rock salt or calcium chloride, is prohibited to avoid damage to concrete surfaces and lawns. Kitty litter is suggested as a good substitute for traction requirements.

PENALTY FOR VIOLATION: CLASS "B" SANCTION

17. Excessive Noise:

Due to the close proximity of our homes, please be considerate of your neighbors by maintaining the volume of radios, stereos, etc. at reasonable levels. Please avoid the use of powered weed whackers, lawn mowers and other noise generating equipment in early morning hours.

In cases where the noise is excessive, a complaint of Disturbing the Peace will be lodged with the Montgomery County Police.

Noise carries easily after dusk and in the early morning hours. Sometimes overlooked is the noise generated by car door slams, rapid car acceleration, tire spinning, and loud car stereos with the car windows open.

PENALTY FOR VIOLATION: CLASS "B" SANCTION

18. Exterior Maintenance:

Each owner shall keep each lot owned by him/her, and all improvements therein or thereon, in good order and repair, including but not limited to:

- a. The seeding, watering and mowing of lawns.
- b. The pruning and cutting of all trees and shrubbery.
- c. The painting (or other appropriate external care) of the building, deck and other improvements, all in a manner which is consistent with good property management.

PENALTY FOR VIOLATION: CLASS "A" SANCTION

19. Basketball Hoops and Other Sporting Equipment:

Basketball backboards, hoops, skate board ramps, and other permanent, semi-permanent or constructed equipment are not allowed, either attached to the exterior of the home or free standing.

PENALTY FOR VIOLATION: CLASS "B" SANCTION & REMOVAL

20. Damage to Buildings, Grounds, Recreational Facilities, and Other Common Areas:

Damage to privately owned buildings (units) and their grounds are the responsibility of the owner of the unit damaged and must be resolved between the owner and the parties responsible for causing the damage.

Damage to Common Grounds (grass, trees, shrubs, etc.), Recreational Facilities (Tot Lot), or other Common areas and/or property, by any owner, tenant, guest, family member, or pet, is the responsibility of the owner causing the damage. Owners are fully responsible for their family members, tenants, pets, and guests. Charges for repairs may be assessed in addition to a Sanction.

PENALTY FOR VIOLATION: CLASS "A" SANCTION & CORRECTION

21. Fireworks:

Fireworks are prohibited by State and County codes.

PENALTY FOR VIOLATION: CLASS "A" SANCTION

22. Landlords:

Within ten (10) days of occupancy, the unit's occupants shall be listed with the Board. Also, the Board shall be provided with a copy of the landlord/tenant lease agreement with an executed Lease Addendum (see Appendix B) within ten (10) days of occupancy. Landlords must advise tenants of the rules and regulations of the WHOA. Landlords must cooperate with the Board and Management Co. by keeping their tenants well informed of WHOA procedures and assist the Board and Management Co. in resolving any problems/difficulties with the tenants.

PENALTY FOR VIOLATION: CLASS "A" SANCTION

23. Dumping of Trash, Landscape Materials, etc.:

All trash, debris, excess landscaping materials, top soil, etc. must be disposed of properly. Dumping of these items on common areas and adjacent property is prohibited.

PENALTY FOR VIOLATION: CLASS "B" SANCTION

EXTERIOR CHANGES

Changes NOT Requiring Written Requests for Approval

There are a limited number of changes that homeowners may make to the exterior of their homes without submitting a written request to the Architectural Control Committee for approval.

1. Landscaping:

The planting of flowers and small shrubs must be within your property lines. In addition, if the planting does not significantly alter your existing landscaping plan, approval and notification of the Architectural Control Committee is not required.

Small, subtle, and tasteful flower planters do not require approval. Every effort should be made to keep these decorative items in harmony with the existing architecture of the community.

Homeowners should be aware that there are certain trees which could cause damage to sidewalks, utility lines, etc., due to their rooting tendencies, or size at maturity. Therefore, for your protection, written permission is required before planting a tree of any kind, or size.

Call Miss Utility, at (800)257-7777, to determine the location of water, gas, telephone, or power lines before digging!

PENALTY FOR VIOLATION: CLASS "A" SANCTION and CORRECTION

2. Painting:

Painting of the house exterior, including front doors, is permitted without approval provided the color of the painted section remains the same. Requests for color changes must be approved, in writing, by the Board.

PENALTY FOR VIOLATION: CLASS "A" SANCTION and CORRECTION

Changes Requiring Written Requests for Written Approval by the Architectural Control Committee

Exterior changes, not listed previously, require a written request for approval. Requests should be submitted to the Architectural Control Committee by either delivering the request to an ACC member or mailing the request to:

Wetherstone WHOA Architectural Control Committee
C/O Abaris Realty, Inc.
11820 Parklawn Dr.
Rockville, MD 20852

FAILURE TO REQUEST APPROVAL BEFORE PROCEEDING IS A CLASS "A" SANCTION, AND MANDATED REMOVAL OR CORRECTION IF APPROVAL IS NOT SUBSEQUENTLY GRANTED.

When submitting a request, the homeowner should include:

1. Name, address, and telephone number.
2. Description of addition or change, including type and color of materials to be used.
3. A sketch showing property lines, dimensions, paint color change, and views of the proposed addition in enough clarity to allow others to visualize the homeowner's intent. Additional information may be requested by the ACC, as necessary.
4. Some additions or changes require a county permit. All final ACC approvals are contingent upon receipt by the ACC of a county permit, when applicable.

The owner of the unit is responsible for obtaining all necessary permits, appropriate certificates of insurance, such as Workmen's Compensation, General Liability, Property Damage, etc.

EXAMPLES OF REQUESTS REQUIRING APPROVAL INCLUDE:

1. FENCES:

Additions, deletions, attachments, or changes to existing privacy fences or posts. No chain link or metal fences are allowed.

2. DECKS:

Additions, deletions or changes to existing decks.

3. AWNINGS:

4. EXTERIOR PAINT AND COLOR CHANGES:

Any changes in color of external painted surfaces.

5. EXTERIOR LIGHTING:

All exterior lighting, including lights attached to the home or for landscaping enhancement. Temporary lighting for holidays is permitted without request for approval. However, such holiday lighting should be tasteful and be promptly removed after the holiday.

6. FRONT AND BACK STORM DOORS AND/OR STORM WINDOWS:

7. LANDSCAPING:

All trees and any landscaping items which significantly alter your existing landscaping plan; landscaping which includes masonry or concrete work, railroad ties, pressure treated landscaping lumber, fountains, waterfalls, or other permanent structures, etc.

8. ANY OTHER EXTERIOR CHANGE, OR ADDITIONS, NOT LISTED ABOVE.

HELPFUL TELEPHONE NUMBERS

ABARIS REALTY (Management Company available 24 hours per day/7 days per week)	(301)468-8919
ANIMAL CONTROL\HUMANE TREATMENT	(301)279-1823
EMERGENCY (POLICE, FIRE, RESCUE)	911
MARYLAND NATURAL GAS	(703)750-2500
MISS UTILITY (for underground utility location)	(800)257-7777
MONTGOMERY COUNTY License and permits	(301)251-2700
Police (non-emergency)	(301)279-8000
PEPCO	(202)872-2000
POISON CONTROL (poisoning information)	(800)492-2414
POST OFFICE (Wheaton)	(301)942-2337
STREET LIGHTS (report problems to Abaris)	(301)468-8919
VOTER REGISTRATION	(301)424-4433
WHEATON LIBRARY	(301)949-7710
WSSC (water) (EMERGENCY)	(301)699-4555
Meter reading and billing information	(301)699-5600

APPENDIX "A"

WETHERSTONE PARKING RULES AND REGULATIONS

A. AUTHORITY

The following Parking Rules and Regulations are established in accordance with the authority of the Declaration of Covenants, Section 6.04(c) and filed with the Homeowners Association Depository at the Montgomery County Circuit Court.

B. REGULATIONS

All vehicles parked in the community area, common area or lot, must display a Wetherstone Community identification sticker or an Authorization Pass (guest or dated). Exceptions allowed are clearly identified commercial delivery and service vehicles, while making deliveries or performing work. These Regulations do not diminish or supersede any provisions of the Declaration of Covenants.

C. SECURITY

Residents are urged to note and identify (license number, make and color) any vehicle parked in the community without the proper identification sticker or pass.

D. ADOPTION AND PENALTY

A grace period of 30 calendar days after the formal adoption of these Rules and Regulations will be allowed for administration of stickers, passes and procedures. A second period of 30 calendar days will follow in which the Rules and Regulations are in full effect, but only warnings will be issued for violations. After this 60 day period, a vehicle parked in the common area spaces, open or reserved, without sticker or pass in violation of these Rules and Regulations is subject to involuntary removal (towing) and/or Sanctions as noted in Paragraph P. of these Rules).

E. ADMINISTRATION

The Parking Rules and Regulations will be administered by the Parking Registrar, as appointed by the Board of Directors, and the Board of Directors. The Board and Parking Registrar will not police the community, but will respond to and act on unit owner complaints of violations of abuse of these parking regulations. Residents are urged to bring to the attention of the Parking Registrar or Board any perceived hardships resulting from administration of these regulations.

F. UNIT OWNER VEHICLE IDENTIFICATION

1. A Wetherstone Community identification sticker will be issued to the owner(s) for a vehicle upon submission of a properly completed application. The identification sticker is not transferable. Each vehicle meeting the requirements of these regulations will be issued an identification sticker on application, but not more than three (3) stickers will be issued to the residents of any one (1) house.
2. The following vehicles are eligible for identification stickers.
 - a. Passenger carrying automobiles.
 - b. Passenger and sport vans, not to exceed 18 passenger.
 - c. Multi-purpose vehicles, as determined by the Maryland DMV, licensed with passenger car or "M" type license tags.
 - d. Pick-up trucks of 3/4 ton or less rated capacity, with NO commercial markings and NO utility bodies, cabinets or racks (except that tool boxes contained fully within the standard pick-up bed are allowed).
3. The following vehicles are not eligible for identification stickers in accordance with Section 6.03 of the Declaration of Covenants.
 - a. Vehicles owned by residents of a leased or rented unit not in compliance with Section 6.03 of the Declaration of Covenants.
 - b. Trucks as defined by the Maryland Department of Motor Vehicles and trucks with an "M" type license, except as covered by Paragraph F.2.d., above.
 - c. Trucks and/or vans identified by any external stenciled, painted or placard lettering to be a commercial vehicle.
 - d. All other vehicles identified in Section 6.02(d) of the Declaration of Covenants.
4. The application form shall request the following information from the applicant:
 - a. Address and name of the unit owner(s)/occupant(s).
 - b. Make, type, color and license number of the vehicle for which the sticker is requested.
 - c. Certification by the unit owner(s)/occupant(s) that the vehicle owner is a resident of the unit.
 - d. A certification by the owner/occupant that the vehicle owner understands the 20 MPH speed limitation within the community and agrees to abide by same.

5. The identification sticker will contain an identification number and will be properly affixed to the vehicle as per instructions.
6. A list of all vehicles with valid stickers will be issued to each unit owner, at the option of the Parking Committee Chairperson, but at a minimum of twice a year.
7. Violation of vehicle sticker identification procedures is subject to the sanctions of Paragraph P.

G. GUEST VEHICLE IDENTIFICATION

1. Each unit in compliance with the Declaration of Covenants shall be issued five (5) guest passes. A guest pass prominently displayed in a vehicle will permit the guest vehicle to temporarily use an un-reserved parking space. Guest passes cannot be used by a resident of the community.
2. Lost guest passes can be replaced by the Parking Registrar. A replacement pass shall have the next available sequential number and the lost pass number shall be void. A list of valid guest pass numbers will be maintained by the Parking Registrar and issued to each unit owner at least twice a year.
3. Unit owners needing more guest passes for special occasions are expected to borrow passes from other unit owners. The Parking Registrar will also have temporary guest passes valid for 24 hours which can be requested and used.
4. Violation of vehicle pass identification procedures is subject to sanctions as per Paragraph P.

H. RESERVED SPACES

1. Non-garage units will have one reserved space for each unit (unit must be in compliance with the Declaration of Covenants) and additional group reserved spaces. Additionally, unit 10949 will have one reserved space in Section A (this unit does not have a driveway usable for parking).
2. The reserved spaces for the non-garage units 10938 through 10946 (even numbers) will be in parking areas B and C as per the attached site plan. Up to five (5) unit reserved spaces will be reserved in parking area C. Two additional spaces in parking area C and one space in parking area B will be reserved for this group.
3. The reserved spaces for the non-garage units 10901 through 10917 (odd numbers) will be in parking area G as per the attached site plan. Up to eight (8) unit reserved spaces will be reserved in parking area G. Four (4) additional spaces in parking area G will be reserved for this group.

4. The parking space reserved for the unit and the group reserved spaces shall be determined by the respective groups and reported to the Parking Registrar. The initial allocation and any subsequent changes shall be made available to all unit owners by the Parking registrar. The failure of a group to make a timely selection of their unit and group reserved spaces will result in the Board making the selection for them.
5. These reserved spaces are not available to any garage unit vehicle or their guests. Only authorized and identified non-garage unit vehicles can use these reserved spaces.

I. COMMUNITY INTEREST

Garage unit owners will make every effort to use either the unit garage or driveway before using an open unreserved space. Non-garage unit owners will make every effort to use the unit and group reserved spaces before using an open unreserved space.

J. STORAGE

1. A vehicle shall not occupy an unreserved parking space continuously for more than 7 days.
2. Unit owners anticipating that a vehicle will not be moved in 7 days because of extended absence from the community can request a dated pass from the Parking registrar. A dated pass will authorize the parking of a vehicle in a specific space for the date interval on the pass. Dated passes will be issued with discretion and are limited to use only by vehicles with an identification sticker. The applicant must provide details on why the garage, driveway or reserved space cannot be used.
3. The Parking registrar will make every attempt to assign a space for a vehicle with a dated pass to a space that will cause the least inconvenience to the community.
4. The use of any parking space for anything (building material, firewood, etc.) other than an authorized vehicle shall be in accordance with Section 6.02(r), in that, no member shall make any private or proprietary use of any Common Areas except with the specific approval of the Board of Directors and then only on a temporary basis.

K. STRADDLING

A vehicle shall not be parked in a manner so that it straddles two parking spaces. A second vehicle shall not be parked next to a vehicle straddling two spaces in a manner that it also straddles two parking spaces.

L. BLOCKING

A vehicle shall not be parked in a manner that blocks the common sidewalk.

M. FIRE LANES

A vehicle shall not be parked in any fire lane.

N. COMMON PARKING AREA

No part of any vehicle shall be parked outside the curb line of the paved common street except in a driveway.

O. CAR POOL VEHICLES

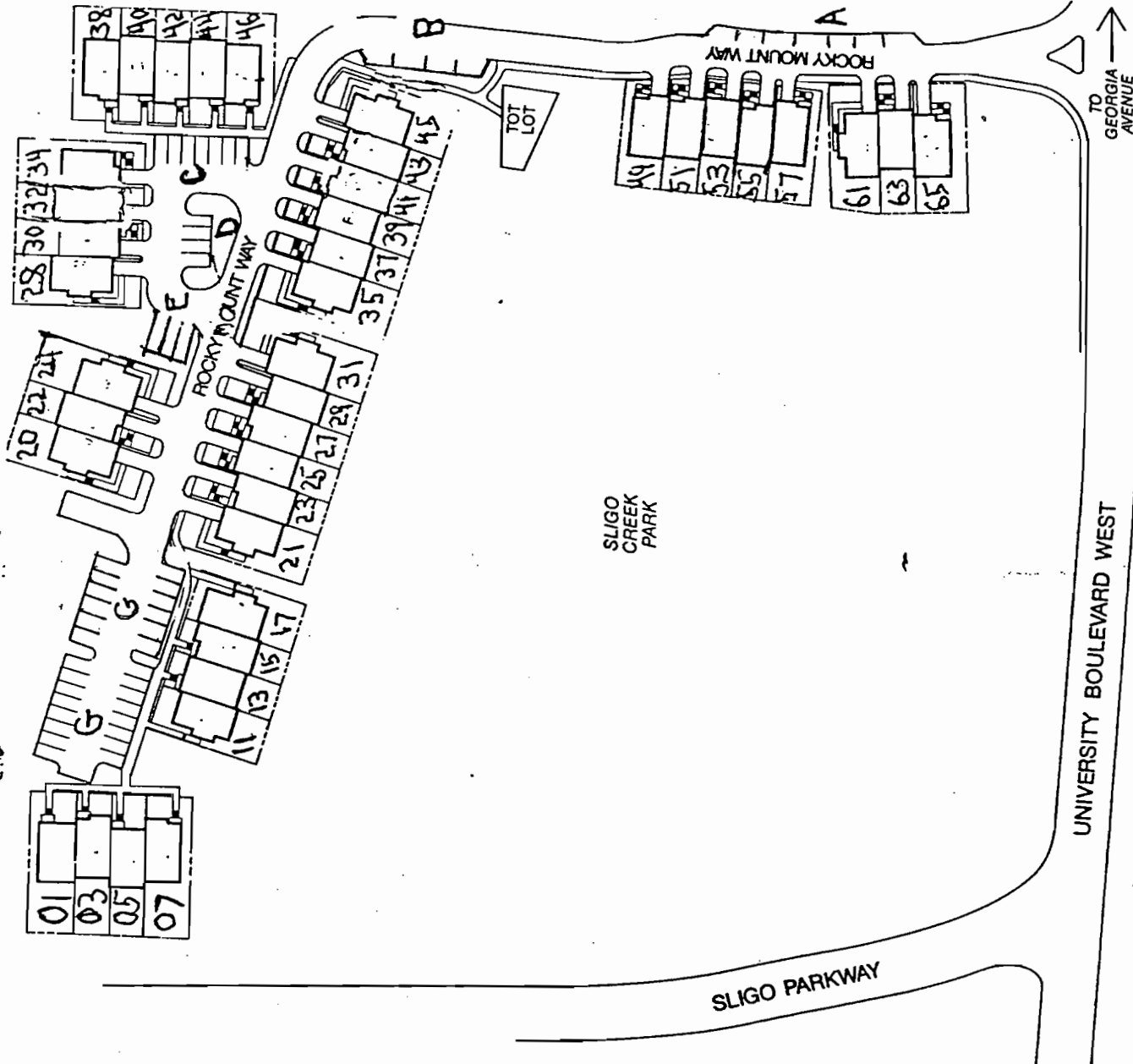
Non-resident car pool vehicles are specifically prohibited from the community.

P. SANCTIONS

Violations of these regulations not subject to towing are subject to the following sanctions. Violations subject to towing are also subject to the following sanctions. The sanction will be levied against the unit owner identified by the sticker or pass.

1st OFFENSE in any year	WARNING
2nd OFFENSE in same year	CLASS "D" SANCTION (\$20)
3rd OFFENSE in same year	CLASS "D" SANCTION (\$20)
SUBSEQUENT OFFENSES	CLASS "C" SANCTION (\$30)

SITE PLAN



UNIVERSITY BOULEVARD WEST

TO GEORGIA AVENUE

21A

48

APPENDIX "B"

WETHERSTONE HOMEOWNERS ASSOCIATION

LEASE ADDENDUM

The attached Lease Addendum must be executed for any unit within the community that is leased, or for which an existing lease is renewed. A copy of the lease, with executed lease addendum, must be provided to the Whetherstone Homeowners Association Board of Directors within ten (10) days of occupancy by the leasee.

WETHERSTONE HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. 01

LEASE ADDENDUM

WHEREAS, Article VII, Section 1 of the Bylaws provides that the Board of Directors ("Board") shall have all of the powers necessary for the administration of the affairs of the Association;

WHEREAS, Article VI, Section 6.03(a) of the Declaration of Covenants, Conditions and Restrictions provides that all leases of homes within Wetherstone shall be on approved forms;

WHEREAS, The Board has determined that it is necessary to prescribe the form of a lease addendum addressing issues which are of concern to the Association; and

WHEREAS, the Board, by this Resolution, wishes to prescribe the use of such a lease addendum, which shall be signed and attached to all leases for leased units.

NOW, THEREFORE, the Board hereby resolves that the lease addendum attached hereto as Exhibit A shall be entered into by each unit owner and such owner's tenants whenever a lease of a home in the community is entered into or renewed, beginning on August 13, 1991. The use of such lease addendum in conjunction with a lease form chosen by the owner and lessee shall be deemed to constitute an approved lease form pursuant to Article VI, Section 6.03 of the Declaration of Covenants, Conditions and Restrictions.

LEASE ADDENDUM

THIS ADDENDUM to a certain lease ("Lease") of property located at _____ Rocky Mount Way, Wheaton, Maryland ("Premises") is made this ____ day of _____, 19__, by and between _____ ("Landlord"), and _____ ("Tenant").

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree as follows:

1. Applicability of Governing Documents.

a. Declaration, Bylaws and Rules. Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Wetherstone Homeowners Association, Inc. ("Governing Documents") and to such other rules and regulations as the Board of Directors of the Wetherstone Homeowners Association ("Association") may from time to time promulgate ("Rules and Regulations"). Tenant acknowledges receiving a copy of the Governing Documents and the Rules and Regulations from Landlord.

b. Violations. Any violation of the provisions of the Governing Documents or the Rules and Regulations by Tenant, or Tenant's family, guests, agents, licensees or invitees, shall constitute a material breach of the Lease. In the event of such violation, or in the event of Tenant's non-payment of rent to the Association pursuant to Paragraph 2, below, the Association shall have the right to take appropriate action, including legal action, against Landlord, Tenant, or both, for injunctive relief, damages, or any other remedy necessary, including without limitation the right, on behalf of Landlord, to terminate the Lease, evict Tenant and obtain possession of the Premises. The Association may avail itself of such right

to terminate the Lease, evict Tenant and obtain possession of the Premises after giving 30 days' written notice to Landlord, and Landlord hereby appoints the President of the Association as Landlord's attorney-in-fact for the purpose of exercising this right and for no other purpose. Landlord agrees that Landlord shall pay the Association all costs and attorney's fees incurred by the Association in enforcing the Governing Documents and Rules and Regulations and in exercising any of the rights and remedies set forth herein.

c. **Rights Granted.** The Lease grants Tenant a leasehold estate in the Premises for the lease term specified together with a license granting Tenant, for such lease term, Landlord's rights to use the common areas of the community, provided that Tenant and Tenant's family, permittees, licensees, employees and agents exercise such license in accordance with the provisions of the Governing Documents and Rules and Regulations; provided, however, that Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

d. **Indemnification.** Landlord and Tenant shall indemnify and hold harmless the Association from and against any damages, direct or indirect, incurred as a result of the non-compliance by any of the aforesaid persons with the provisions of any of the Governing Documents, Rules and Regulations, or any other covenant of the Lease.

2. **Assignment of Rent.** If at any time during the lease term, including any extension, renewal or holdover term, Landlord becomes delinquent in the payment of any amounts due from Landlord to the Association, the Association, at its option, as long as such delinquency continues, may demand and receive payment from Tenant of all such amounts due or becoming due, up to an amount sufficient to pay all sums due from Landlord to the Association, and any such payment from Tenant to the Association shall be deemed to be a full and sufficient payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay such amounts directly to Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been fully cured. Tenant shall begin making such payments upon receipt of a letter signed by an authorized officer of the Association, indicating that the Landlord is delinquent in the payment of assessments and demanding payment from the tenant pursuant to this Paragraph, and shall continue making such payments in monthly installments equal to monthly installments of rent due pursuant to the Lease until advised in writing by the Association that the delinquency has been

cured. Landlord hereby assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict Tenant, and obtain possession of the Premises, as set forth in Paragraph 1(b) above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph.

3. Uses. The Premises will be used solely as a dwelling to be occupied by no more than _____ persons, including children. Tenant will not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant will comply with all applicable laws and ordinances.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on the date first written above.

LANDLORD:

Address

TENANT:

Address
